

1 Dina R. Richman (SBN 251088)
COZEN O'CONNOR
2 601 S. Figueroa Street, Suite 3700
Los Angeles, CA 90017
3 Telephone: 213.892.7900
Toll Free Phone: 800.563.1027
4 Facsimile: 213.892.7999
drichman@cozen.com

5 Michael D. Rafalko (*Pro Hac Vice*)
6 Katharine E. Mooney (*Pro Hac Vice*)
Philadelphia, PA 19103
7 Telephone: 215.665.2000
Facsimile: 215.665.2013
8 mrafalko@cozen.com
kmooney@cozen.com

NOTE: CHANGES MADE BY THE COURT

9 Attorneys for Plaintiff
10 TRANSAMERICA LIFE INSURANCE
COMPANY

11
12 UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA
14

15 TRANSAMERICA LIFE INSURANCE
COMPANY,

16
17 Plaintiff,

18 vs.

19 VLADIMIR LUKASHIN, OKSANA
FAERMAN, GOLDEN AGE HOME
20 CARE, INC. and ROBERT PARKENS
(Individually and as Principal of Golden
21 Age Home Care),

22 Defendant.

Case No.: 2:19-cv-00662-SVW(JPRx)

**STIPULATED
CONFIDENTIALITY AND
PROTECTIVE ORDER**

Hon. Stephen V. Wilson
Hon. Jean P. Rosenbluth
(Magistrate Judge)

23 Plaintiff, Transamerica Life Insurance Company ("Transamerica"), and Defendants,
24 Vladimir Lukashin, Golden Age Home Care, Inc. and Robert Parkens (collectively the "Parties"),
25 hereby agree to the terms of this Stipulated Confidentiality and Protective Order in connection
26 with the *Transamerica v. Lukashin et al.* matter (the "Litigation"):
27

II. Confidential Information. As used in this Order, “Confidential Information”

II. Qualified Protective Order Pursuant to HIPAA. This Order is meant to be a

A. During the course of the Litigation, it may be necessary for “covered”, the Parties, their attorneys or others to disclose medical, or other types of records contain PHI.

1 **B.** PHI produced pursuant to this HIPAA Qualified Order may include, in
2 addition to all other categories of PHI, information related to sexually transmitted disease,
3 genetic testing, HIV, behavioral or mental health services, and treatment for alcohol and
4 drug abuse.

5
6 **C.** By Order of this Court, any and all records containing PHI may be
7 disclosed without further notice, by any “covered entity”, Party or Party’s attorney, to:
8

9 **1.** The Parties themselves, the Parties' attorneys, experts, consultants, any
10 witness or other person retained or called by the Parties, treating physicians, other
11 healthcare providers, insurance carriers, or other entities from whom damages,
12 compensation, or indemnity is sought, and any entity performing, monitoring, or
13 adjusting activities on behalf of such insurance carrier or other entity and/or their
14 employees, agents, or third-party administrators for any of the parties involved in
15 litigation; in any proceeding for health oversight activities as permitted under 45 C.F.R.
16 164.512, court reporters, copy services, other similar vendors to the parties and their
17 attorneys, as well as the professional and support staff of all of the above.
18

19
20 **2.** Prior to disclosing PHI to persons involved in this Litigation, counsel shall
21 inform each such person that PHI may not be used or disclosed for any purpose other
22 than this Litigation. Counsel shall take all other reasonable steps to ensure that persons
23 receiving PHI do not use or disclose such information for any purpose other than this
24 Litigation.
25

26 **3.** Within sixty (60) days after dismissal of this Litigation or entry of final
27 judgment not subject to further appeal, the Parties shall either (a) destroy, or (b) return
28

1 to the entity who originally produced it, all PHI, including all copies made, provided,
2 however, that one copy of all such PHI may be retained in the files of the entities
3 referred to paragraph 3. above and may be destroyed pursuant to their regular file
4 retention policies rather than within sixty (60) days, so long as the PHI is maintained in
5 a secure environment.
6

7 **D.** All PHI disclosed by any “covered entity” shall be used for the sole
8 purpose of preparing for or conducting this litigation, including, but not limited to
9 investigation, consultation, discovery, depositions, trial preparation, trial, appeal,
10 resolution, mediation, or uses incidental to the proceeding in the case, and shall not be
11 disclosed or revealed to anyone not authorized by this Protective Order.
12

13 **E.** Nothing in this Order authorizes counsel for Transamerica to obtain
14 medical records or information through means other than formal discovery requests,
15 subpoenas, depositions, or other lawful process.
16

17 **IV. Designation.**
18

19 **A.** The Parties, a producing non-party or any “covered entity” may designate a
20 document as Confidential Information for protection under this Order by placing or
21 affixing the words “CONFIDENTIAL” on the document and on all copies in a manner
22 that will not interfere with the legibility of the document. As used in this Order, “copies”
23 includes electronic images, duplicates, extracts, summaries or descriptions that contain the
24 Confidential Information. The marking “CONFIDENTIAL” shall be applied prior to or at
25 the time of the documents are produced or disclosed. Applying the marking
26 “CONFIDENTIAL” to a document does not mean that the document has any status or
27
28

1 protection by statute or otherwise except to the extent and for the purposes of this Order.
2 Any copies that are made of any documents marked "CONFIDENTIAL" shall also be so
3 marked, except that indices, electronic databases or lists of documents that do not contain
4 substantial portions or images of the text of marked documents and do not otherwise
5 disclose the substance of the Confidential Information are not required to be marked.
6

7 **B.** The designation of a document as Confidential Information is a
8 certification by an attorney, a party appearing *pro se* or a producing non-party that the
9 document contains Confidential Information as defined in this order.
10

11 **V. Depositions.** Deposition testimony may be marked "CONFIDENTIAL" on the
12 record or within two (2) weeks of receipt by counsel of the transcript.
13

14 **VI. Protection of Confidential Information.**

15 **A.** General Protections. Confidential Information shall not be used or
16 disclosed by the Parties, counsel for the Parties or any other person identified in
17 subparagraph B. for any purpose other than in this Litigation, and any appeal thereof,
18 unless required to do so by law.
19

20 **B.** Limited Third-Party Disclosures. The Parties and counsel for the Parties
21 shall not disclose or permit the disclosure of any Confidential Information to any third
22 person or entity except as set forth in subparagraphs (i)-(ix). Subject to these
23 requirements, the following categories of persons may be allowed to review Confidential
24 Information:
25
26
27
28

7. Witnesses at depositions. During their depositions, witnesses in this action to whom disclosure is reasonably necessary. Witnesses shall not retain a copy of documents containing Confidential Information, except that witnesses may temporarily receive and review a copy of all exhibits marked at their depositions in connection with review of the transcripts.

1 8. Author or recipient. The author or recipient of the document (not including
2 a person who received the document in the course of litigation); and
3

4 9. Others by Consent. Other persons only by written consent of the producing
5 Party or upon order of the Court and on such conditions as may be agreed or ordered.¹
6

7 C. Control of Documents. Counsel for the parties shall make reasonable
8 efforts to prevent unauthorized or inadvertent disclosure of Confidential Information.
9

10 **VII. Inadvertent Failure to Designate.** An inadvertent failure to designate a document
11 or deposition testimony as Confidential Information does not, standing alone, waive the right to
12 so designate the document or testimony. If a Party, producing non-party or “covered entity”
13 designates a document as Confidential Information after it was initially produced, the receiving
14 Party, on notification of the designation, must make a reasonable effort to assure that the
15 document is treated in accordance with the provisions of this Order. No Party, producing non-
16 party or “covered entity” shall be found to have violated this Order for failing to maintain the
17 confidentiality of material during a time when that material has not been designated Confidential
18 Information, even where the failure to so designate was inadvertent and where the material is
19 subsequently designated Confidential Information.
20

21 **VIII. No Waiver by Disclosure.** This Order is entered pursuant to Rule 502(d) of the
22 Federal Rules of Evidence. If a Party discloses information in connection with the Litigation that
23 such Party thereafter determines to be privileged or protected by the attorney-client privilege or
24 work product privilege (“Privileged Information”), the disclosures of that Privileged Information
25
26

27 _____
28 ¹ The Parties hereby agree that such agreement shall not be unreasonably withheld.

1 will not, standing alone, constitute or be deemed a waiver or forfeiture of the privilege – in this or
2 any other action – of any claim of privilege or work product protection that the Party would
3 otherwise be entitled to assert with respect to the Privileged Information and its subject matter,
4 provided:
5

6 A. A producing Party must promptly notify the Party receiving the Privileged
7 Information, in writing, that it has disclosed Privileged Information without intending a
8 waiver by the disclosure with explanation as specific as possible why the information is
9 privileged. Upon such notification, the receiving Party must promptly notify the producing
10 Party that it will make best efforts to destroy or delete the Privileged Information and
11 provide certification that it will cease further review, dissemination and use of the
12 Privileged Information.
13

14
15 **IX. Filing of Confidential Information.** This Order does not, by itself, authorize the
16 filing of any document under seal.

17
18 **X. Challenges by a Party to Designation as Confidential Information.** The
19 designation of any material or document as Confidential Information is subject to challenge by
20 any Party. The following procedure shall apply to any such challenge.

21 A. Meet and Confer. A Party challenging the designation of Confidential
22 Information must do so promptly and in good faith and must begin the process by
23 conferring directly, in person or telephonically, with counsel for the designating Party or
24 non-party. In conferring, the challenging Party must explain the basis for its belief that the
25 confidentiality designation was not proper and must give the designating Party a
26
27

1 reasonable opportunity to review the designated material, to reconsider the designation,
2 and, if no change in designation is offered, to explain the basis for the designation.

3
4 **B. Judicial Intervention.** A Party that has made a challenged confidentiality
5 designation may file and serve a motion that identifies the challenged material and sets
6 forth in detail the basis for the designation. Until the Court rules on the challenge, all
7 Parties shall continue to treat the materials as Confidential Information under the terms of
8 this Order.
9

10 **XI. Action by the Court.** Applications to the Court for an order relating to materials
11 or documents designated Confidential Information shall be by motion unless otherwise instructed
12 by the Court. Nothing in this Order or any action or agreement of a Party under this Order limits
13 the Court's power to make orders concerning the disclosure of documents produced in discovery
14 or at trial.
15

16 **XII. Use of Confidential Documents or Information at Trial.** Nothing in this Order
17 shall be construed to affect the use of any document, material, or information at any trial or
18 hearing. A Party that intends to present or that anticipates that another Party may present
19 Confidential Information at a hearing or trial shall bring that issue to the Court and the Parties'
20 attention by motion or in a pretrial memorandum without disclosing the Confidential Information.
21 The Court may thereafter make such orders as are necessary to govern the use of such documents
22 or information at trial
23
24
25
26
27
28

**XIII. Confidential Information Subpoenaed or Ordered Produced in Other
Litigation.**

A. If a receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this Litigation as Confidential Information, the receiving Party must so notify the producing Party, non-party or “covered entity”, in writing, immediately and in no event more than three (3) court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order unless prohibited by law.

B. The receiving Party also must immediately inform in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is the subject of this Order. In addition, the receiving Party must deliver a copy of this Order promptly to the party in the other action that caused the subpoena to issue.

C. The purpose of imposing these duties is to alert the interested persons to the existence of this Order and to afford the producing Party or non-party in this case an opportunity to try to protect its Confidential Information in the court from which the subpoena or order issued. The producing Party or non-party shall bear the burden and the expense of seeking protection in that court of its Confidential Information, and nothing in these provisions should be construed as authorizing or encouraging a receiving Party in this action to disobey a lawful directive from another court. The obligations set forth in this paragraph remain in effect while the receiving Party has in its possession, custody or control Confidential Information by the other Party to this case.

XIV. Obligations on Conclusion of Litigation.

A. Order Continues in Force. Unless otherwise agreed or ordered, this Order shall remain in force after dismissal or entry of final judgment not subject to further appeal.

B. Obligations at Conclusion of Litigation. Within sixty (60) days after dismissal or entry of final judgment not subject to further appeal, all Confidential Information and documents marked "CONFIDENTIAL" under this Order shall be returned to the producing Party unless: (1) the document has been offered into evidence or filed without restriction as to disclosure; (2) the Parties agree to destruction to the extent practicable in lieu of return; or (3) as to documents bearing the notations, summations, or other mental impressions of the receiving Party, that Party elects to destroy the documents and certifies to the producing Party that it has done so.

C. Retention of Work Product and one set of Filed Documents. Notwithstanding the above requirements to return or destroy documents, counsel may retain (1) attorney work product, including an index that refers or relates to designated Confidential Information so long as that work product does not duplicate verbatim substantial portions of Confidential Information, and (2) one complete set of all documents filed with the Court including those filed under seal. Any retained Confidential Information shall continue to be protected under this Order. An attorney may use his or her work product in subsequent litigation, provided that its use does not disclose or use Confidential Information.

1 **D.** Deletion of Documents filed under Seal from Electronic Case Filing (ECF)
2 System. Filings under seal shall be deleted from the ECF system only upon order of the
3 Court.
4

5 **XV. Order Subject to Modification.** This Order shall be subject to modification by
6 the Court on its own initiative or on motion of a Party or any other person with standing
7 concerning the subject matter.
8

9 **XVI. No Prior Judicial Determination.** This Order is entered based upon the
10 representations and agreements of the Parties and for the purpose of facilitating discovery.
11 Nothing herein shall be construed or presented as a judicial determination that any document or
12 material designated Confidential Information by counsel or the Parties is entitled to protection
13 under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as the Court
14 may rule on a specific document or issue.
15

16 **XVII. Persons Bound.** This Order shall take effect when approved by the Court and
17 shall be binding upon all counsel of record and their law firms, the Parties, all producing non-
18 parties and all “covered entities” that have received a request or subpoena in connection with the
19 Litigation.
20

21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
22

23 **COZEN O’CONNOR**

24 By: /s/ Michael D. Rafalko
25 Michael D. Rafalko (appearing *pro hac vice*)
26 Katharine E. Mooney (appearing *pro hac vice*)
27 Dina R. Richman
28 Attorneys for Plaintiff,
 TRANSAMERICA LIFE INSURANCE COMPANY

Date: May 24, 2019

LAW OFFICES OF YURI VORONIN

By: /s/ Yuri Voronin

Yuri Voronin

Attorney for Defendants

GOLDEN AGE HOME CARE, INC., ROBERT PARKENS

Date: May 24, 2019

LAW OFFICES OF JULIA SKLAR

By: /s/ Julia Sklar

Julia Sklar


Attorney for Defendant

VLADIMIR LUKASHIN

Date: May 24, 2019

APPROVED BY THE COURT:

Dated: June 3, 2019

By: 

Hon. Jean P. Rosenbluth